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9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 **UNITED AFRICAN-ASIAN**
14 **ABILITIES CLUB, ON BEHALF**
15 **OF ITSELF AND ITS**
16 **MEMBERS; JAMES LEE, An**
17 **Individual**

18 Plaintiffs,

19 v.

20 **5220 TYLER APTS LLC; AND**
21 **DOES 1 THROUGH 10, Inclusive**

22 Defendants.

23 **Case No:**

24 **COMPLAINT**

25 **DISCRIMINATORY**
PRACTICES

26 **[US Fair Housing Act of 1988 [42**
27 **U.S.C. §§ 3600 et seq, §3604(c),**
28 **§3604(f)(1-3), et seq.; CA**
29 **Government Code 12925, 12927,**
30 **12955; CA Civil Code §§ 51, 52,**
31 **54.3**

32 **DEMAND FOR JURY TRIAL**

33 **INTRODUCTION**

34 1. Plaintiffs make the following allegations in this civil rights action:

35 **JURISDICTION AND VENUE**

36 2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601,
37 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants'
38 apartment property consist of four (4) or more residential units), and 42 U.S.C. §
39 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this
40 United States District Court for the Central District of California pursuant to 28
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1 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said
2 Judicial District.

3 **SUPPLEMENTAL JURISDICTION**

4 3. This United States District Court for the Central District of California has
5 supplemental jurisdiction over the California state claims as alleged in this
6 Complaint pursuant to 28 U.S.C. § 1337(a).

7 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

8 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff
9 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its
10 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual
11 Plaintiff JAMES LEE (hereinafter referred to as "LEE" or the "named Individual
12 Plaintiff". The Plaintiff Club and Plaintiff LEE are sometimes collectively referred
13 to as the "named Plaintiffs" or "Plaintiffs".

14 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in
15 good standing as a Nevada corporation. The named individual Plaintiff LEE is a
16 member of the Plaintiff Club organization.

17 6. Plaintiffs are informed, believe, and thereon allege that named Defendant 5220
18 TYLER APTS LLC is the operator of the apartment rental business known as Tyler
19 Arms Apartments located at 5220 Tyler Street Riverside, CA 92503. Plaintiffs are
20 informed, believe, and thereon allege that Defendant 5220 TYLER APTS LLC, is
21 the owner, operator, and/or lessor of the real property located at 5220 Tyler Street
22 Riverside, CA 92503 (hereinafter referred to as the "Property").

23 7. Defendant 5220 TYLER APTS LLC, is, and at all times mentioned herein
24 were, a business or corporation or franchise, organized and existing and/or doing
25 business under the laws of the State of California. Defendants Does 1 through 10,
26 were at all times relevant herein subsidiaries, employers, employees, and/or agents of

the named Defendants.

CONCISE SET OF FACTS

8. The named Individual Plaintiff Lee has hip and knee conditions, uses a device for mobility, is unable to walk any distance, and also has a vision disability. Plaintiff Lee is also a member of the Plaintiff Club. The individual Plaintiff Lee had specific dates wherein he intended to go the Defendant's Property to access Defendants' rental services. Plaintiff Lee has actual knowledge of the overt and obvious physical and communication barriers at Defendants' Property. Plaintiff Lee determined that the open and obvious physical barriers that exist at Defendants' Property directly related to his disabilities, and that it would be impossible or extremely difficult for him to physically access Defendants' on-site rental services. See ¶¶ 25. Plaintiff Lee had knowledge of access barriers at the Property and determined that it would be futile gesture for him to go to the Property on the date that he had intended. The named Individual Plaintiff Lee was deterred by his actual knowledge of the physical and communication barriers that exist at Defendants' Property and also Defendants' website communication barriers. As used herein, website means any internet website where Defendants control the content. Exhibit B states the websites controlled by Defendants. Plaintiff Lee also attempted to access Defendants' rental services on Defendants websites but experienced great difficulty due to Defendants' failure to provide accessible website features.

9. The named Individual Plaintiff Lee attempted to use Defendants' website to access Defendants' online rental services, but had great difficulty due to his disabilities. The named Individual Plaintiff Lee also could not determine from Defendants' website content whether Defendants' rental services at the property or off the property, and common areas at the property were physically accessible to him. The named Individual Plaintiff Lee requested that Plaintiff Club assist him to

1 obtain information regarding the physical accessibility of Defendants' rental services
2 at the property and off-site. In response to the named Individual Plaintiff's request,
3 Plaintiff Club sent one of its members to Defendants' property. The named
4 Individual Plaintiff personally reviewed all the information and photographs of
5 Defendants' property. As a result, the named Individual Plaintiff has actual
6 knowledge of the overt and obvious physical and communication barriers to
7 Defendants rental service at Defendants' Property. The named Individual Plaintiff
8 determined that the open and obvious physical barriers that exist at Defendants'
9 Property directly related to his disabilities, and that it would be impossible or
10 extremely difficult for him to physically access Defendants' on-site rental services.
11 See ¶¶ 25. The named Individual Plaintiff Lee had actual knowledge and determined
12 that it would be futile gesture for him to go to the Property on the date that he had
13 intended. The named Individual Plaintiff was deterred by his actual knowledge of
14 the physical and communication barriers that exist at Defendants' Property and
15 website. The named Individual Plaintiff made a written request to Defendants' for
16 an accommodation to have equal access to Defendants' rental services and to
17 eliminate the communication and physical barriers to Defendants' rental services,
18 both online and at the property. At the end of this action, the named Individual
19 Plaintiff Lee intends to return to Defendants' website and Defendants' property to
20 obtain rental information and verify that the communication and physical barriers to
21 Defendants' rental services are removed.

22 10. The named Plaintiff Club is an organization that advocates on the behalf of its
23 members with disabilities when their civil rights and liberties have been violated.
24 Plaintiff Club and Plaintiff Lee investigated Defendants' websites and apartment
25 Property in May, 2025, and in June, 2025. The named Plaintiffs investigated
26 Defendants apartment property and Defendants websites. Plaintiff Club member
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1 Sharon Riguer investigated the Property on the Internet websites. Additional
2 Plaintiff Club members investigated Defendants websites and found that they did not
3 provide equal access. The results of the research from Club Member Sharon Riguer
4 are contained in the Exhibit B to this Complaint. Club members ascertained that
5 Defendants' rental services at Defendants Property were not physically accessible to
6 Plaintiff Lee by a Club member with a disability who went to Defendants' apartment
7 Property, and said Club member attempted to access Defendants' on-site rental
8 services.

9 11. Plaintiff Club diverted its time and resources from its normal purposes
10 because of Defendants' service, policy, program and physical barriers to Defendants
11 rental services at Defendants' websites and Property. Club personnel conducted
12 detailed Internet searches to determine if Defendants provide large print, deaf
13 interpreter, therapy animal, the required reasonable accommodation policy, and
14 required reasonable modification policy. Further, the Club retained contractors to
15 investigate said policies, to survey the property, to photograph the property, to
16 investigate when the Property was constructed, to investigate the Property ownership
17 and to have an access report prepared. Plaintiff Club also diverted staff to
18 investigate Defendants' Internet presence to determine compliance with the FHA and
19 ADA. Plaintiff Club also investigated Defendants' written rental materials such as
20 brochures, rental applications and leases. Moreover, Plaintiff Club made an oral
21 investigation to ascertain Defendants' companion animal, deaf interpreter and
22 reasonable accommodation and reasonable modification policies. Plaintiff Club also
23 caused a physical access consultant to be retained to survey Defendants' facility.
24 Plaintiff Club's findings regarding Defendants' rental services and facilities were
25 incorporated into an Access Report. The Access Report also details the known overt
26 and obvious physical access violations at the Property, but it is not intended as an
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1 exhaustive list of existing violations. Due to these necessary activities to investigate,
2 Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff
3 Club suffered injury and also suffered monetary damages due to the diversion of the
4 Club's resources from its normal purposes.

5 12. Plaintiffs allege that Defendants control, operate, and maintain web pages at
6 different apartment websites where Defendants offer its rental services.

7 Additionally, Defendants provide rental services located at the Property.

8 13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants'
9 physical site rental services because the websites refer to Defendants' rental services
10 that are offered at Defendants' property as well as elsewhere off the site. Therefore,
11 Plaintiffs allege that the websites are also places of public accommodation.

12 Defendants control the websites to the extent that Defendants can change the website
13 content to make modifications to comply with the FHA and ADA. Therefore,

14 Plaintiffs allege that Defendants can modify the content of Defendants' websites to
15 improve access for Plaintiffs and people with disabilities.

16 14. In this case, the named Plaintiffs allege that the Defendants failed to provide a
17 TTY number or the text messaging system for Plaintiffs and other people that are
18 deaf or people with speech conditions. Plaintiff Club members have a speech
19 disability. Moreover, Plaintiff Club alleges that the Defendants did not modify their
20 websites to eliminate non-readable text to allow the blind and people with low vision
21 to use the screen reader software to access the information on the website, yet they
22 also failed to use large print on their websites. See Exhibit B to this Complaint.

23 Plaintiffs assert that most popular screen reader programs are called Jobs Access
24 With Speech or "JAWS" and Apple's VoiceOver Software. Defendants actions
25 discriminate against Plaintiff Club, specifically Club members who have low vision
26 disabilities. Each of the Club members above cannot use the websites controlled by

1 the Defendants. Modifications to Defendants' websites will not fundamentally alter
2 the rental services provided and will also not cause an undue burden to Defendants,
3 because the cost is less than One Thousand Dollars (\$1,000).

4 15. On May 29, 2025, and on a second subsequent date, Plaintiff Club attempted
5 to make a request to the Defendants for reasonable accommodation at the property.
6 On June 16, 2025, the named individual Plaintiff LEE and Plaintiff Club emailed to
7 the Defendants a written request for a reasonable accommodation. In June, 2025,
8 Plaintiff LEE and Plaintiff Club, mailed a written request for a reasonable
9 accommodation. Defendants failed to respond to both Plaintiffs requests for
10 reasonable accommodation as of the date of the filing of this Civil Complaint.

11 16. Plaintiffs are not able to access Defendants rental services due to existing
12 overt and obvious communication and physical barriers to access Defendants' rental
13 services both at its online website and at the property. Due to the overt and obvious
14 physical barriers as alleged herein below, which are required to be removed,
15 Plaintiffs requested that Defendants accommodate them to provide access to
16 Defendants' rental services.

17 17. The named Plaintiffs allege that an accommodation is also obvious when a
18 whole group of the protected persons requires it. For example, when the public
19 without disabilities are required to get up to a second level, the public would be very
20 disturbed if they were required to request steps to go up to second level. When the
21 accommodation is specific to a particular person with a disability, then that person
22 may be required to make a request, because the accommodation is not obvious.

23 18. Plaintiffs allege that they are not required to make a request for reasonable
24 accommodation and for auxiliary aids when the barriers to communication are overt
25 and obvious. However, in the present case, Plaintiffs did make such requests for
26 accommodation to eliminate overt and obvious barriers to its rental services

1 communications. Plaintiffs allege that providing effective contact information for
2 Defendants' rental services on the internet is an obvious accommodation. The
3 general public does not need to request a contact number from the Defendant
4 apartment owner or operator when they desire to rent a place. Defendants provide the
5 contact number on their website. Therefore, Plaintiffs allege that Defendants are
6 required to provide the obvious accommodation of effective communication for
7 people that are deaf or with speech impediment on their website without a request.
8 Defendants must make their rental services accessible without the need for a prior
9 request. Furthermore, Defendants have a duty to remove architectural barriers and
10 communication barriers to their rental services without request.

11 19. Plaintiffs allege that there is disparate treatment on the internet related to the
12 amenities being offered to people without disabilities and people with disabilities.
13 All the below facts and the facts stated elsewhere herein have a disparate impact on
14 the disability community. The named Plaintiffs experienced and have knowledge of
15 the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant
16 operates an apartment property. The property is located at 5220 Tyler St, Riverside,
17 CA 92503. The property was built in 1965 and has 2 stories with 32 units. The rent is
18 approximately: \$1,650. The internet provides a wealth of information regarding the
19 property. The internet advertises that the property has amenities that include:
20 Application Fee \$40, Dogs Allowed Monthly pet rent \$35, Weight limit 50 lb., Pet
21 Limit 3, Cats Allowed Monthly pet rent \$35, Pet Limit 3, Surface Lot Assigned
22 Parking, Additional Services Renter's Insurance \$12/mo., Friendly Management,
23 Heating and Air Conditioning, Stainless Steel Dishwasher, Assigned Parking, New
24 Windows, Online Resident Portal, Stainless Steel Stove/Oven, Efficient Window
25 Blinds, New Quartz Countertops, New Shaker Style Cabinets, Stainless Steel
26 Microwave, Laundry Facilities Air Conditioning, Heating, Ceiling Fans, Stainless
27 Steel

1 Steel Appliances, Kitchen, Range, Quartz Countertops, Vinyl Flooring. The property
2 advertises on trulia.com, zillow.com, redfin.com, realtor.com. It is very important to
3 know that on trulia.com, zillow.com, redfin.com there is the equal housing
4 opportunity logo. The plaintiff alleges that there is disparate treatment on the internet
5 related to the amenities being offered to people without disabilities and people with
6 disabilities. For example, the tow signage was not installed. The accessible parking
7 space had an access aisle, which was not van accessible. The aisle did not have the
8 “no parking” included in the access aisle. The office had a high threshold. There was
9 no International Symbol of Accessibility signage. The Internet does not state the
10 accessible amenities at all. Also, the statement the “equal housing opportunity
11 statement” is misleading. In fact, the property is not completely accessible. All the
12 above facts and the facts stated herein have a disparate impact on the disability
13 community.

14 20. On Defendants’ websites, they allow the public without deafness and without
15 speech impairments to participate by providing them with a telephone number to
16 call. However, Plaintiff Club members that are deaf and or with speech impairments
17 are denied equal access to participate because the Defendants do not have any
18 effective communication.

19 21. Defendants provide websites for people without disabilities to benefit from the
20 rental services without going to the apartments to learn about the properties.
21 However, for people with disabilities that require the access to the facility, the
22 Defendants do not provide any information on the websites regarding if the rental
23 services located both on or off the property are accessible. Moreover, the Defendants
24 provide the telephone number for the public to call to inquire about the rental
25 services without providing any effective alternative communications for Plaintiffs
26 and other people that are deaf or have speech impairments.

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22. For people without disabilities, the Defendants provide all of the information on their websites. For Plaintiffs with disabilities, Defendants require them to travel to the Property to determine if it is accessible, then require them to request the effective communication, and then thereafter to request a reasonable accommodation to the overt and obvious communication barrier. Therefore, Defendants require Plaintiffs and other people with disabilities to suffer a separate benefit.

23. Additionally, the named Plaintiffs are alleging photograph discrimination related to the physical access of each of the apartments within Exhibit B to this complaint. The purpose of Defendants' internet photographs is to entice perspective renters to apply online or to contact the Defendants to rent a place. Defendants' internet photographs only entice people without mobility disabilities. Defendants' internet photographs exclude any photographs of any accessible features that would aid the Plaintiffs. For example, there is no photograph of accessible parking. There are no photographs of the accessible route to the rental services both on or off the property. There are photographs of the accessible route to the rental services. There are no photographs related to the access to get into and use the rental services. There are no photographs related to the accessible route of the common area. There are no photographs of the accessible units. In fact, all the photographs lead a person with a mobility disability to believe that the apartments are not accessible, or that they must have someone go to the properties to make sure it is accessible. However, people without disabilities are not required to go to the Property to see if it is accessible.

24. Defendants websites and Defendants' rental services are not integrated for people with disabilities as required. Plaintiffs are required to request an accommodation. People without disabilities can access the websites and the rental services without any problem, but Plaintiffs and other people with disabilities are required to request for separate rental services. People with mobility conditions are

1 not integrated when using the websites because they must go to the apartments to
2 determine if they are accessible, but people without disabilities need only access
3 Defendants' websites to determine they can use them. People that are blind and with
4 low vision disabilities must request help to read the website information because the
5 printed information is too small, but people without disabilities can access the
6 websites without asking for help. Plaintiffs and other people with deafness or people
7 with speech condition must ask for help calling the number on the websites, because
8 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a
9 texting system. Defendants discriminated against the Plaintiffs.

10 25. Plaintiff Club member went to Defendant's apartment facilities at the Property
11 in May, 2025, and on a second subsequent date, to access the leasing office. The
12 Named Individual Plaintiff has actual knowledge of Defendants' overt and obvious
13 physical barriers, that relate to this Plaintiff's disabilities, to Defendants' Property
14 on-site leasing office that this Named Individual Plaintiff intended to visit in May,
15 2025, and on a second subsequent date, but this Plaintiff was deterred from accessing
16 Defendant's leasing office located on the Property. Defendants provide rental
17 information, rental applications, and other rental services on-site at the Property.
18 Defendants' agents confirmed to the Plaintiffs that rental information, rental
19 applications, and other rental services were available on-site at the Property.
20 Defendants' leasing office at the Property is not accessible. Defendants' path of
21 travel from the sidewalk to the leasing office is not accessible since it has excessive
22 slopes without handrails and step changes in level along the path. There are
23 excessive and steep slopes without handrails and uneven surfaces that must be
24 traversed to access the main gated entrance door leading into the complex. The main
25 gated entrance door leading into the complex fails to have the required smooth and
26 uninterrupted surface at the bottom of the door. Throughout the complex, there are
27 excessive and steep slopes without handrails and uneven surfaces that must be
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1 traversed to access Defendant's leasing office. Defendants do not provide the
2 required directional signage as to the designated path of travel from the sidewalk to
3 Defendant's leasing office. The first door leading to Defendant's leasing office
4 entrance door is not accessible due to a significant step change in level at the door
5 threshold that is not beveled or ramped. The first door leading to Defendant's
6 leasing office entrance door fails to have the required strike edge clearance and
7 smooth and level landing of sufficient dimensions. The first door leading to
8 Defendant's leasing office entrance door fails to have the required smooth and
9 uninterrupted surface at the bottom of the door. The path of travel leading to
10 Defendant's leasing office entrance door is located in between washing machines
11 and clothes dryers and fails to be of the proper width. The leasing office entrance
12 door fails to have the required strike edge clearance and smooth and level landing of
13 sufficient dimensions. Defendant's leasing office entrance door is not accessible due
14 to a significant step change in level at the door threshold that is not beveled or
15 ramped. Defendant's leasing office entrance door fails to have the required smooth
16 and uninterrupted surface at the bottom of the door. The Named Individual Plaintiff
17 has mobility disabilities and these step changes in level, excessive slopes, and the
18 other stated issues cause the path of travel and the leasing office entry to be not
19 accessible. Defendants failed to provide any directional signage indicating an
20 alternate accessible path of travel to the leasing office. Defendants failed to provide
21 the required fully compliant van accessible disabled parking for the leasing office.
22 Defendants failed to provide a dimensionally compliant van accessible disabled
23 parking space and disabled parking access aisle, the required disabled parking
24 signage, including tow away signage, fine signage, ground markings, and failed to
25 locate said parking on a level surface and nearest the leasing office. Defendants also
26 failed to provide compliant tow away signage. The Named Individual Plaintiff
27 requires the use of a compliant van accessible disabled parking space to safely exit
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1 and re-enter the vehicle. Defendants' failure to provide the required compliant
2 disabled parking, disabled parking access aisle, disabled parking disability signage,
3 access aisle, and disability ground markings, such that the Named Individual Plaintiff
4 is not able to safely park at Defendants' establishment since the individual Plaintiff
5 may be precluded from exiting or re-entering the vehicle if the disabled parking and
6 disabled parking signage is not present and others park improperly. Additionally,
7 Defendants failed to provide the required accessible path of travel from the parking
8 area to the leasing office since the existing path of travel has step changes in level
9 and slopes that exceed the maximum permitted. Additionally, Defendants overt and
10 obvious communication barriers were also present at the leasing office in May, 2025,
11 and on a second subsequent date. Defendants failed to provide any method of text
12 communication with their leasing office and failed to publish any information as to
13 how to initiate text communication contact. The Named Individual Plaintiff had
14 actual knowledge of these barriers at Defendants' Property that Plaintiff intended to
15 visit, and the Named Individual Plaintiff was deterred from accessing Defendants'
16 leasing office at the Property again in June, 2025. See Property photos in Exhibit B
17 and Exhibit C.

18 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that
19 Defendants' rental services at Defendants' property and Defendants' websites are
20 fully accessible to Plaintiff Club's members, the named Individual Plaintiff, and
21 other people with disabilities. Plaintiff Club, its Club members, and the named
22 Individual Plaintiff all have actual knowledge of Defendants' discriminatory
23 conditions, and they are currently deterred from attempting further access until the
24 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to
25 return to Defendants' Property and Defendants websites at the end of this action to
26 obtain rental services, and to verify that the communication and architectural barriers
27 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff

1 Club has numerous members residing near Defendants Property. Plaintiff Club's
2 members have actual knowledge of the discriminatory conditions as alleged herein
3 when the Plaintiff Club investigated the Property and the rental services and
4 determined that the Club members would not be able to use the rental services due to
5 the discriminatory conditions. Therefore, Plaintiff Club members were and are
6 deterred from visiting the properties. Plaintiff Members were not required to
7 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*
8 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of
9 Plaintiff Cub did visit and attempt to access Defendants' rental services at
10 Defendants' property. Plaintiff Club and the individual Plaintiff have specific plans
11 to visit at the conclusion of this case to obtain rental information and to verify the
12 Defendants ceased its discriminatory conduct by removing communication and
13 physical barriers to access to the rental services.
14

15 **DISCRIMINATORY PRACTICES IN HOUSING ACCOMMODATIONS –**
16 **FAIR HOUSING ACT CLAIMS**

17 27. FHA Standing:

18 Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
19 complaint, Defendants discriminated against Plaintiffs in violation of FHA sections §
20 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present
21 named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and
22 named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and
23 other relief as hereinafter stated. The Federal Fair Housing Act applies to
24 Defendants' apartment complex since it has more than 4 residential units. FHA
25 standing is substantially broader than standing under the ADA due to the critically
26 important need of adequate availability of housing for the disabled. A potential
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1 plaintiff is not even required to have an interest in renting a particular property or
2 dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358
3 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act
4 claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination,
5 whether or not the target of the discrimination, can sue to recover for his or her own
6 injury. See *Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364,
7 34 L.Ed.2d 415 (1972). “This is true, for example, even where no housing has
8 actually been denied to persons protected under the Act.” *San Pedro Hotel v City of*
9 *Los Angeles*, 159 F.3d 470, 474-475 (9th Cir 1998). In the present case, the named
10 Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants,
11 and that the named Plaintiffs suffered monetary and other damages as a result. The
12 named Plaintiffs seek injunctive relief as well as damages, both of which are
13 available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that
14 prospective injunctive relief was not available to Plaintiffs due to mootness or
15 otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover
16 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9th
17 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three
18 Thousand (3000) miles away and her injunctive claims became moot. However,
19 Plaintiff’s claim for damages survived and was not affected]. In the present case,
20 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the
21 above Ninth Circuit *Harris* court authority makes it clear that those prudential
22 standing requirements for injunctive relief are not applicable to Plaintiffs FHA
23 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if
24 prospective injunctive relief is not available. The present Plaintiff Club has
25 organization standing separately on its own under the FHA. Additionally, under the
26 FHA, Plaintiff Club has associational standing to assert its Club member claims
27 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff
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1 Club and the named Individual Plaintiff have standing with respect to the following
2 FHA claims.
3

4 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A
5 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To
6 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

7 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
8 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
9 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or
10 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter
11 because of a handicap of (A) that buyer or renter; (B) a person residing in or
12 intending to reside in that dwelling after it is so sold, rented, or made available; or...
13 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*
14 v *Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory
15 scheme permits disparate impact claims, and those type of claims do not require
16 intent]. due to Defendants' communication and architectural barriers, Defendants
17 discriminated against Plaintiffs by failing to have a policy, practice, or method for
18 Plaintiffs to make a reasonable accommodation request for equal access to their
19 rental services on their website or at their Property. Defendants have an affirmative
20 duty to have a policy, process to receive such accommodation requests and to
21 respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d 1143 (9th Cir.
22 2003). As a result, Defendant caused Plaintiffs to suffer disparate impact
23 discrimination.

25 CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair
26 Housing Act And California Fair Employment And Housing Act

1 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
2 complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA
3 section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to
4 engage in a good-faith interactive process to determine and to implement effective
5 reasonable accommodations so that Plaintiffs could gain equal access Defendants'
6 rental services, to apply for a lease, or to allow Plaintiffs to access Defendants' rental
7 services both on or off the property and apartments.

8 **CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)**

9 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
10 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
11 this FHA section § 3604(f)(2). This FHA section states "it shall be unlawful to
12 discriminate against any person in the terms, conditions, or privileges of sale or
13 rental of a dwelling, or in the provision of services or facilities in connection with
14 such dwelling". Plaintiffs more specific factual basis for this claim is set forth
15 above at ¶¶23-26 above. As previously stated, the named Individual Plaintiff was a
16 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the
17 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant's rental
18 services located on the Property or off-site are "services" in connection with the
19 rental of a dwelling and the on-site or off-site rental services provided fall within the
20 FHA statute. In the instant case, the named Plaintiffs both assert that Defendant's
21 failure to remove communication and architectural barriers to permit access to
22 Defendant's on-site rental services contained is a separate, independent, actionable
23 violation of this FHA section § 3604(f)(2), even without reference to the ADA as a
24 predicate. Plaintiffs have alleged that Defendants' Property has overt and obvious
25 physical barriers to access its rental services provided at the property. See ¶¶25 -26.
26 The 9th Circuit *Smith* court stated that the mere observation of overt architectural
27 barriers is actionable. *Smith* at 1104 ["To read an additional standing requirement
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1 into the statute beyond mere observation, however, ignores that many overtly
2 discriminatory conditions, for example, lack of a ramped entryway, prohibit a
3 disabled individual from forming the requisite intent or actual interest in renting or
4 buying *for the very reason* that architectural barriers prevent them from viewing the
5 whole property in the first instance” (emphasis in original)]. The *Smith* court found
6 Defendants liable under this FHA subsection even though that case did not involve
7 ADA Title III claims. However, Plaintiffs did not just allege that Plaintiff Club
8 observed Defendant’s overt architectural barriers, but Plaintiffs alleged that a
9 Plaintiff Club member experienced the barriers, that the named Individual Plaintiff
10 had actual knowledge of Defendants’ communication and architectural barriers and
11 Plaintiff LEE was deterred from obtaining equal access to Defendant’s rental
12 services located thereon. Defendants also discriminated against Plaintiffs by failing
13 to modify its practices and policies to provide access via other methods of access to
14 its rental services located on or off the property site. Defendant’s failure to remove
15 the architectural and communication barriers to access its facilities and the rental
16 services located thereon, or failure to provide an accommodation to provide methods
17 of alternate access to their rental services, constitutes the prohibited discrimination,
18 separately and independently. Additionally, Defendant’s conduct is also prohibited
19 under ADA Title III and constitutes a second, separate, independent source of
20 discrimination against Plaintiffs in violation of FHA § 3604(f)(2). Since Defendants
21 discriminatory conduct involves Defendants’ rental facilities and its rental services
22 located therein, Plaintiffs assert any discriminatory conduct found in violation of
23 ADA Title III also constitutes prohibited “discrimination” under FHA § 3604(f)(2).

24 **CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)**

25 31. Plaintiffs do not make any claim against Defendants for a failure to “design
26 and construct” pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26
27 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by
28

1 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires
2 that “....[f]or the purposes of this subsection, discrimination includes-- (B) a refusal
3 to make reasonable accommodations in rules, policies, practices, or services, when
4 such accommodations may be necessary to afford such person equal opportunity to
5 use and enjoy a dwelling...” 42 § 3604(f)(3)(B). See also *Giebeler v. M & B
6 Associates*, 343 F.3d 1143 (9th Cir 2003). Defendants improperly refused Plaintiffs’
7 repeated written and other requests for an accommodation to have equal access to its
8 rental services.

9 **CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA**

10 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and
11 elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer
12 the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with
13 respect to its notices, statements, and advertisements (“NSA”). Plaintiffs allege that
14 Defendants discriminated against them when Defendants made, printed, or
15 published, or caused to be made printed, or published notices, statements, or
16 advertisements (“NSA”) that suggest to an ordinary reader a preference to attract
17 tenants without disabilities. Defendants' Internet advertising regarding its rental
18 services has an unlawful disparate impact on Plaintiffs.

20 **SECOND CAUSE OF ACTION : Violation of California Fair Housing Act**

21 33. Failure to Provide Obvious Reasonable Accommodation and Modification:
22 Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and
23 elsewhere in this complaint, Plaintiffs allege that Defendants refused to make
24 reasonable accommodations in rules, policies, practices, or services in violation of
25 CA Government Code sections 12927 and 12955.2, when these accommodations
26 may be necessary to afford a disabled person equal opportunity to use and enjoy

1 Defendants' rental services. As stated in detail above, Defendants refused to make
2 reasonable accommodations with the instant Plaintiffs and discriminated against each
3 of them on the basis of disability.
4

5 THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- Claims Under
6 The Americans With Disabilities Act Of 1990

7 34. ADA Standing:

8 ADA Title III does cover public and common use areas at housing
9 developments when these public areas are, by their nature, open to the general
10 public. An office providing rental services is open to the general public. (See U.S.
11 Department of Justice - ADA Title III Technical Assistance Section III-1.2000,
12 Illustration 3, office on or off the site covered). The parking and paths of travel to
13 the office on or off the site are also covered. See Section III-1.2000, ADA Title III
14 Technical Assistance Manual, <http://www.ada.gov/taman3.html> ("ILLUSTRATION
15 3: A private residential apartment complex contains a office on or off the site. The
16 office on or off the site is a place of public accommodation"). See *Kalani v Castle
17 Village, LLC*, 14 F.Supp.3d 1359, 1371 (E.D.Cal, 2014) [citing *Johnson v. Laura
18 Dawn Apartments, LLC*, 2012 WL 33040 at *1 n. 1 (E.D.Cal.2012) (Hollows, M.J.)
19 ("[t]he leasing office of an apartment is a place of public accommodation.] . In the
20 present case, the named Plaintiffs have also sufficiently alleged that Defendants
21 provide rental services at the property. Following prior sister Circuit Courts of
22 Appeals decisions, our Ninth Circuit Court very recently held that an ADA Plaintiff
23 can be only a "tester" and have standing. See *Civil Rights Education & Enforcement
24 Center v. Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017) [the Ninth
25 Circuit CREEC court held (1) ADA "tester" standing is valid and a Plaintiff's
26 motivation for visit is "irrelevant", and (2) an ADA "deterrent effect doctrine" claim
27 does not require a Plaintiff to have a personal encounter with the barrier to equal
28

access, only to have knowledge of the barrier] citing *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific Properties and Development Corp.*, 358 F.3d 1097, 1102-1104 (9th Cir 2004); *Chapman v. Pier 1 Imports (U.S.) Inc.*, 631 F.3d 939 (9th Cir 2011, en banc); *Houston v. Marod Supermarkets, Inc.*, 733 F.3d 1323, 1335–37 (11th Cir. 2013); *Colo. Cross Disability Coal. v. Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11 (10th Cir. 2014). In the present case, the named Plaintiffs each have ADA standing. Plaintiffs have alleged that Defendants discriminated against Plaintiffs in violation of ADA Title III statutes and regulations as detailed further in the ADA claims stated below. As a result, the named Plaintiffs have each suffered injury and each seek only injunctive and declaratory relief pursuant to their ADA Claims.

CLAIM I: Auxiliary Aids – Failure To Effectively Communicate

35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants violated said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 13 -14, 16-24 above. The ADA "applies to the services of a place of public accommodation, not services *in* a place of public accommodation. To limit the ADA to discrimination in the provision of services occurring on the premises of a public accommodation would contradict the plain language of the statute." Nat'l Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)

1 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d
2 1104, 1115 (9th Cir. 2000) [holding that “whatever goods or services the place
3 provides, it cannot discriminate on the basis of disability in providing enjoyment of
4 those goods and services”]). An ADA plaintiff may challenge a business’ online
5 offerings as well. So long as there is a “nexus”—that is, “some connection between
6 the good or service complained of and an actual physical place”—a plaintiff may
7 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*
8 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at *4 (C.D. Cal. June 15, 2017) [Case:
9 CV 17–1131–JFW (SKx)]. The ADA requires the Defendants to provide effective
10 communication to the instant Plaintiffs and to people with disabilities. In the
11 present case, Plaintiffs experienced and have knowledge that Defendants failed to
12 have a required procedure to provide effective communication. Plaintiffs allege that
13 Defendants failed to train their staff on the way to use the auxiliary aids. Defendants
14 did not provide any auxiliary aid and the Defendants did not provide any reasonable
15 accommodation to the overt and obvious communication barriers, and failed to
16 respond to Plaintiffs’ requests for accommodation. Plaintiffs are not demanding that
17 Defendants provide a specific reasonable accommodation or a specific auxiliary aid.
18 ADA law allows the Defendants to decide what auxiliary aid and reasonable
19 accommodation will be provided. In this case, however, Defendants failed to
20 provide any reasonable accommodation for the overt and obvious communication
21 barriers to equal access to their rental services, failed to provide any auxiliary aid,
22 and failed to provide any effective communication. Plaintiffs allege that Defendants’
23 websites provide a contact number for the general public, but Defendants failed to
24 provide Plaintiffs with the required effective communication using texting or other
25 alternate means of communication for Plaintiffs and other people with a deaf
26 condition or a speech condition. Defendants’ conduct discriminates against Plaintiff
27
28

1 Club's members that have hearing disabilities and Club's members with speech
2 disabilities. Defendants are required to provide, on Defendants' websites, to provide
3 a method to effectively communicate with Plaintiff Club members that have hearing
4 and speech disabilities, and other people that are deaf or have speech impairments.
5

6 **CLAIM II: Denial of Participation**

7 36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to
8 subject an individual or class of individuals on the basis of a disability or disabilities
9 of such individual or class, directly, or through contractual, licensing, or other
10 arrangements, to a denial of the opportunity of the individual or class to participate in
11 or benefit from the goods, services, facilities, privileges, advantages, or
12 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and
13 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that
14 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim
15 most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in
16 violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.

17 **CLAIM III: Participation in Unequal Benefit**

18 37. Defendants provide unequal benefit for people with disabilities in violation of
19 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts
20 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
21 believe, and thereon allege that Defendants discriminated against Plaintiffs in
22 violation of said provision. Plaintiffs set forth the factual basis for this claim most
23 specifically at ¶¶ 20-24 above.

24 **CLAIM IV: Separate Benefit**

25 38. Defendants' photographs discriminate against Plaintiffs in violation of 42
26 United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts
27 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,

1 believe, and thereon allege that Defendants discriminated against Plaintiffs in
2 violation of said provision. Plaintiffs set forth the factual basis for this claim most
3 specifically at ¶¶ 20-24 above.
4

5 **CLAIM V: Integrated Settings**

6 39. Defendants' rental services are not integrated for Plaintiffs and people with
7 disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. §
8 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
9 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
10 against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis
11 for this claim most specifically at ¶¶ 20-24 above.

12 **CLAIM VI: Failure To Modify Practices, Policies And Procedures**

13 40. Defendants failed and refused to provide a reasonable alternative by
14 modifying its practices, policies, and procedures in that they failed to have a scheme,
15 plan, or design to accommodate Plaintiff Club, its Club members, the individual
16 named Plaintiff, and/or others similarly situated in utilizing Defendants' rental
17 services, at its websites and at the Property, in violation of 42 United States Code
18 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
19 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
20 allege that Defendants discriminated against Plaintiffs in violation of said provision.
21 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.

22 **CLAIM VII: Failure To Remove Architectural And Communication Barriers**

23 41. Plaintiffs allege that Defendants failed to remove architectural barrier and
24 communication barriers as required in violation of 42 United States Code
25 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26
26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
27 allege that Defendants discriminated against the named Individual Plaintiff in

1 violation of said provision. Plaintiffs set forth the factual basis for this claim most
2 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally
3 reviewed all the information and photographs of Defendants' property. As a result,
4 the named Individual Plaintiff has actual knowledge of the physical and
5 communication barriers that exist at Defendants' Property. The named Individual
6 Plaintiff determined that the physical barriers that exist at Defendants' property,
7 directly relate to his disabilities, and make it impossible or extremely difficult for
8 him to physically access Defendants' rental services at the Property. The named
9 Individual Plaintiff was deterred by his actual knowledge of the physical and
10 communication barriers that exist at Defendants' Property which include but are not
11 limited to the barriers to facilities and services for disabled parking, exterior path of
12 travel to the rental services at the property, entrance and interior, since said
13 Defendants' facilities and rental services were not accessible because they failed to
14 comply with the Federal ADA Accessibility Guidelines ("ADAAG") and California's
15 Title 24 Building Code Requirements. See ¶¶ 25 for details. The named Individual
16 Plaintiff had actual knowledge of these barriers and determined that it would be
17 futile gesture for him to go to the Property on the date that he had originally
18 intended. The named Individual Plaintiff is currently deterred from returning due to
19 his knowledge of the barriers. At the end of this action, the named Individual
20 Plaintiff intends to return to Defendants' property or off the site location to obtain
21 rental information and verify that the communication and physical barriers to
22 Defendants' rental services are removed. Defendants failure to remove the barriers
23 to equal access constitutes discrimination against the named Individual Plaintiff.

24 **CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable**

25 42. Defendants are required to make alterations to their facilities in such a manner
26 that, to the maximum extent feasible, the altered portions of the facility are readily
27 accessible to and usable by individuals with disabilities, including individuals who

use devices pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the named Plaintiffs are informed, believe, and thereon allege that Defendants violated this provision. Plaintiffs allege that Defendants altered their facility in a manner that affects or could affect the usability of the facility or a part of the facility after January 26, 1992. In performing the alteration, Plaintiffs allege that Defendants failed to make the alteration in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use devices, in violation of 42 U.S.C. §12183(a)(2).

CLAIM IX: Administrative Methods

43. Plaintiffs are informed, believe, and thereon allege that Defendants contract with website providers without making sure that the websites will be accessible to people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against the named Individual Plaintiff in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶18-26 above.

CLAIM X: Screen Out

44. Plaintiffs are informed, believe, and thereon allege that Defendants screened out Plaintiffs and other people with disabilities in violation of 42 United States Code 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against the named Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8 - 26 above. Defendants screened out the named Plaintiffs from its rental services and processes, because Defendants failed to remove architectural and communication

1 barriers to its website and property, failed to provide required effective alternate
2 communication methods, and failed to provide required auxiliary aids.
3

4 **CLAIM XI: Denial Of Full And Equal Access**

5 45. Defendants are required to provide full and equal access to Defendants' rental
6 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42
7 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶
8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and
9 thereon allege that Defendants discriminated against the named Plaintiffs in violation
10 of said provision. Plaintiffs set forth the factual basis for this claim most specifically
11 at ¶¶ 8 - 26 above.

12 **CLAIM XII: Failure To Investigate And Maintain Accessible Features**

13 46. Defendants made repairs and administrative changes which violated ADA and
14 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible
15 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
16 Defendants failed to provide and then maintain any accessible features in its parking,
17 path of travel, on or off the property site for rental services and website rental
18 services. Plaintiffs are informed, believe, and thereon allege that Defendants
19 discriminated against the named Plaintiffs in violation of this provision.

20 **CLAIM XIII: Association**

21 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
22 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
23 against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)

24 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

1 FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED
2 PLAINTIFF AGAINST ALL DEFENDANTS - **CLAIMS UNDER CALIFORNIA**
3 **ACCESSIBILITY LAWS**

4 **CLAIM I: Denial Of Full And Equal Access**

5 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the
6 named Individual Plaintiff was denied full and equal access to Defendants' goods.
7 services, facilities, privileges, advantages, or accommodations within a public
8 accommodation owned, leased, and/or operated by Defendants as required by Civil
9 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at
10 18-28 above.

11 **CLAIM II: Failure To Modify Practices, Policies And Procedures**

12 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
13 the named Individual Plaintiff was denied full and equal access to Defendants' goods.
14 Defendants failed and refused to provide a reasonable alternative by modifying its
15 practices, policies, and procedures in that they failed to have a scheme, plan, or
16 design to assist Plaintiff Members and/or others similarly situated in entering and
17 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for
18 this claim is at 18-28 above.

19 **CLAIM III: Violation Of The Unruh Act**

20 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
21 the individual, the named Individual Plaintiff was denied full and equal access to
22 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically
23 failing to comply with Civil Code §51(f). Defendants' facility violated state
24 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible
25 Building Code by failing to provide equal access to Defendants' facilities.
26 Defendants did and continue to discriminate against Plaintiff Members in violation
27 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

1 **Treble Damages Pursuant To California Accessibility Laws**

2 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
3 only the named Individual Plaintiff prays for an award of treble damages against
4 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and
5 54.3(a). Defendants, each of them respectively, at times prior to and including the
6 day the named Individual Plaintiff attempted patronized Defendants' facilities and
7 rental services, and continuing to the present time, knew that persons with physical
8 disabilities were denied their rights of equal access. Despite such knowledge,
9 Defendants, and each of them, failed and refused to take steps to comply with the
10 applicable access statutes; and despite knowledge of the resulting problems and
11 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,
12 and each of them, have failed and refused to take action to grant full and equal access
13 to the individual Plaintiff in the respects complained of hereinabove. Defendants,
14 and each of them, have carried out a course of conduct of refusing to respond to, or
15 correct complaints about, denial of disabled access and have refused to comply with
16 their legal obligations to make Defendants' public accommodation facilities and
17 rental services accessible pursuant to the ADAAG and Title 24 of the California
18 Code of Regulations (also known as the California Building Code). Such actions
19 and continuing course of conduct by Defendants in conscious disregard of the rights
20 and/or safety of the named Individual Plaintiff justify an award of treble damages
21 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

22

23 **DEMAND FOR JUDGMENT FOR RELIEF:**

24 A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and
25 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief
26 pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request
27 this court to enjoin Defendants to cease their discriminatory practices in housing

1 rental services, rental housing management services, and for Defendants to
2 implement written policies and methods to respond to reasonable accommodation
3 and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs
4 request this Court enjoin Defendants to remove all barriers to equal access to the
5 disabled Plaintiffs in, at, or on their facilities, including but not limited to
6 architectural and communicative barriers in the provision of Defendants' rental
7 services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and
8 Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do
9 not seek any relief at all pursuant to Cal. Civil Code §55.

10 B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c).
11 However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek
12 damages on behalf of its members;

13 C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant
14 to Cal. Civil Code §§ 52 or 54.3;

15 D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory
16 damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code §
17 51, pursuant to Munson v. Del Taco, (June 2009) 46 Cal. 4th 661;

18 E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph
19 C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory
20 damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code
21 § 54.1;

22 F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42
23 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;

24 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.
25 Civil Code §§ 52(a) or 54.3(a);

26 H. The named Plaintiffs are seeking perspective injunctive relief to require the
27 Defendants to provide obvious reasonable accommodations, to provide the required
28

1 auxiliary aids and to modify Defendants' procedures, practices, and policies of the
2 Defendants in the provision of Defendants' rental services. Without perspective
3 relief the Plaintiffs will suffer future harm.

4 I. All named Plaintiffs seek a Jury Trial and;
5 J. For such other further relief as the court deems proper.
6

7 Respectfully submitted:

8 LIGHTNING LAW, APC
9

10 Dated: June 26, 2025
11 By: /s/David C. Wakefield
12 DAVID C. WAKEFIELD, ESQ.
13 Attorney for Plaintiffs
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